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IN THE SUPERIOR COURT OF THE STATE OF ALASKA

THIRD JUDICIAL DISTRICT AT ANCHORAGE

URBAN ANESTHESIOLOGY, P.C.,

Plaintiff,

v.

FIREMAN'S FUND INSURANCE  
COMPANY,

Defendant.

Case No. 3AN-17-9297 CI

### **COMPLAINT FOR DAMAGES**

Plaintiff, Urban Anesthesiology, PC (“Urban”), by and through its attorneys, Clayton & Diemer, LLC, alleges the following complaint against Defendant Fireman’s Fund Insurance Company:

#### **I. PARTIES**

1.1 Urban is now and at all relevant times has been a professional corporation duly authorized and conducting business under the laws of the State of Alaska, and is fully qualified to maintain this action.

1.2 Defendant, Fireman’s Fund Insurance Company (hereinafter “Fireman’s Fund”) is an insurance company duly authorized and conducting business under the laws of the State of Alaska, and is subject to the jurisdiction of this court.

#### **II. JURISDICTION AND VENUE**

2.1 Urban realleges all preceding paragraphs as though fully set forth herein.

2.2 The combined amount of Urban’s claims for damages exceeds

\$100,000.00. Therefore, jurisdiction in this matter is properly in the Superior Court of the State of Alaska.

2.3 The incident that forms the basis of this lawsuit occurred in Anchorage, Alaska, and the venue in this matter is proper in the Third Judicial District at Anchorage.

### **III. BACKGROUND FACTS**

3.1 Urban realleges all preceding paragraphs as though fully set forth herein.

3.2 Urban purchased an insurance policy from Fireman's Fund, policy No. AS5AZC80872289, protecting against damage to Urban's real property, personal property and business interruption losses at 4001 Laurel Street in Anchorage, Alaska ("the Subject Property").

3.3 On or about July 11, 2015 a water loss occurred at the Subject Property that was covered under the Fireman's Fund policy.

3.4 Urban made claims for insurance benefits under the policy.

3.5 Fireman's Fund failed to competently and fairly investigate, evaluate, adjust and pay the insurance claims submitted by Urban.

3.6 Fireman's Fund's failure to competently and fairly investigate, evaluate, adjust and pay the insurance claims submitted by Urban caused damages to Urban in an amount to be proven at trial.

**CLAYTON &  
DIEMER, LLC**

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**IV. CAUSE OF ACTION NO. 1  
(Breach of Contract)**

- 4.1 Urban incorporates by reference and realleges all preceding paragraphs.
- 4.2 Fireman's Fund breached its contract with Urban arising from the terms of policy No. AS5AZC80872289.
- 4.3 Fireman's Fund's breach of contract has caused and continues to cause damage to Urban.

**V. CAUSE OF ACTION NO. 2  
(Breach of Duty of Good Faith and Fair Dealing)**

- 5.1 Urban incorporates by reference and re-alleges all preceding paragraphs.
- 5.2 Fireman's Fund owed a duty of good faith and fair dealing to Urban.
- 5.3 Fireman's Fund's breach of the duty of good faith and fair dealing has caused and continues to cause Urban substantial damages.

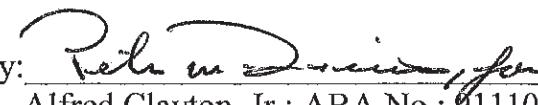
**VI. PRAYER FOR RELIEF**

Wherefore, the Urban requests a judgment against the Defendant as follows:

1. For damages in an amount to be proven at trial.
2. For costs, pre-judgment and post-judgment interest, and attorney's fees.
3. For such other relief as the Court may deem just and equitable.

DATED at Anchorage, Alaska, this 22<sup>nd</sup> day of September, 2017.

CLAYTON & DIEMER, LLC  
Lawyers for Plaintiff

By:   
Alfred Clayton, Jr.; ABA No.: 9111079